



Affinity Group Sponsor Application & Access Agreement Vital Savings by Aetna®

Managed by Affinity Group Underwriters

Sponsor's Legal Name

Address			Contact Person	
City	State	Zip Code	Phone Area Code & Number	
Nature of Business / Type of Organization			Fax Area Code & Number	
Definition of Eligibility <input type="checkbox"/> All Members in good standing who are resident in the U.S. <input type="checkbox"/> Other: _____			Total Number of Eligible Members _____ Effective Date mm / dd / yyyy	

Distributor Information

Name		Company Name	
Address (Street, City, State, ZIP)			
Phone No.	Fax No.	SSN OR Tax ID No.	

This Sponsor Application & Access Agreement is hereby executed by duly authorized representatives of the parties

For The Sponsor:

For Aetna Life Insurance Company:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

Access Agreement For Discounted Services

This Access Agreement For Discounted Services (the "Access Agreement") is made and entered into by and between Aetna Life Insurance Company ("Aetna") and the organization identified on the application section of this Application & Access Agreement (the "Sponsor"). This Access Agreement is effective as of the date specified on the application section (the "Effective Date") and shall continue in force until terminated as provided herein.

WHEREAS, Aetna has established a network of participating providers, consisting of primary care dentists, specialist dentists and dental groups ("Dental Providers"), which Dental Providers have agreed to provide certain dental services on a "Discounted Service" basis (as defined below) to participating affinity group members (including their dependents) (the "Participants") in Aetna's Vital Savings by Aetna® program for affinity groups (the "Program");

WHEREAS, for purposes of this Access Agreement, the term "Discounted Services" means a dental service that is available to a Participant at a discount from fees normally charged by the Dental Provider and for which the Participant is solely financially responsible;

WHEREAS, Sponsor desires to offer access to the Discounted Services to certain of its eligible members, customers or employees, as appropriate, and/or their dependents (the "Members"), as determined by Sponsor, and to engage Aetna to provide such access as described in Section 3 of this Access Agreement (the "Services");

NOW THEREFORE, In consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the parties hereby enter into this Access Agreement.

(FL Sponsor Application 5/05)

- 1 **Program Manager.** Aetna appoints Affinity Group Underwriters, Inc. 4510 Cox Road, Suite 111, Glen Allen, VA 23060 to market and administer the Program. Nevertheless, Aetna retains ultimate responsibility for the provision of Services as specified in 3. below.
- 2 **Distributor.** Sponsor appoints the Distributor identified on the application section as its agent and the party to receive distribution commissions, if any, arising from the Program.
- 3 **Services.** Aetna, or the Program Manager under Aetna's direction, shall perform the services set forth below. Unless otherwise agreed in writing, only the services listed below will be provided:
 - a. market the Program to eligible Members;
 - b. administer the Program, including billing and collecting of subscription fees;
 - c. provide Participants with access to Discounted Services through a designated network of Dental Providers at contracted rates agreed to by the applicable Dental Providers;
 - d. provide Dental Providers with a means of identifying the Participants;
 - e. provide Participants with an online listing of Dental Providers participating in the Program network. While such listing shall be periodically updated by Aetna, the directory is subject to change without notice;
 - f. provide Participants with access to a toll-free customer service number that Participants may call with any questions or complaints regarding the Program;
 - g. offer, from time to time, and, in its sole discretion, provide Participants with access to additional non-dental programs free of charge (e.g. discounted vision programs) that offer access to products/services at discounted or special rates. Any such programs are offered by independently contracted vendors/providers who are not employees or agents of Aetna or its affiliates. Aetna does not endorse any such products or services and the vendors/providers of such products/services are solely responsible for the products/services they provide. Vendors/providers included in such programs are not reviewed or credentialed by Aetna.
4. **Access To Members.** Sponsor shall:
 - a. supply a means of identifying eligible Members for marketing purposes. Aetna has no responsibility for determining whether an individual meets the Sponsor's definition of an eligible Member. Aetna shall not be responsible in any manner for any delay or error caused by the Sponsor's failure to furnish accurate eligibility information in a timely fashion;
 - b. communicate with eligible Members and/or permit Aetna to communicate with eligible Members regarding the availability of the Program and its terms.
5. **Sponsor's Acknowledgements.** Sponsor understands, agrees and acknowledges that:
 - a. THE VITAL SAVINGS BY AETNA® PROGRAM IS NOT HEALTH/DENTAL INSURANCE and that the provision of any access to services by Aetna does not constitute the provision of insurance services or benefits;
 - b. there are no benefits payable to Participants;
 - c. Aetna does not compensate Dental Providers for services rendered to Participants;
 - d. Participants are solely responsible for all payments to Dental Providers and Aetna has no obligation or liability with respect thereto;
 - e. Participants arrange for needed care directly with the Dental Provider;
 - f. Participants are responsible for the entire cost of care;
 - g. Aetna is not liable for any payment to a Dental Provider;
 - h. all services rendered by Dental Providers may not be Discounted Services under the terms of this Access Agreement;
 - i. Aetna is not an insurer, guarantor or underwriter of any services provided under the Program or of any payments to Dental Providers.
6. **Termination.** Either party may terminate this Access Agreement by giving the other party at least thirty -one (31) days written notice stating when, after the date of such notice, such termination shall become effective.
7. **Continuation Upon Termination.** In the event of termination of this Access Agreement for any reason, Aetna may, in its sole discretion, continue to provide access to the Program to those Participants who are participating in the Program as of the termination date.
8. **Subscription Fees.** Aetna shall be solely responsible for setting the amount of subscription fees for the Program. Subscription fees may be changed from time to time by Aetna without notice to the Sponsor. On the Effective Date of this Access Agreement, the subscription fees shall be:
 - Participant Only - \$30.00 semi-annual / \$60.00 annual
 - Participant And Family - \$48.00 semi-annual / \$96.00 annual.
 - Other Fees - One-time, non-refundable \$7.00 initial account activation fee
 - \$3.00 administration fee for each billing subsequent to the initial payment / waived for annual subscriptions
9. **No Provider or Savings Guarantees.** Aetna makes no guarantee and disclaims any obligation to make any specific Dental Providers or any particular number of Dental Providers available for access by Participants or that any specific level of discounts or savings will be afforded to or realized by Participants.
10. **Participant Terms and Conditions.** Sponsor agrees that all Participants will be required to comply with the Participant Terms and Conditions and all other requirements specified by Aetna. Aetna may modify such Participant Terms and Conditions, in its sole discretion, at any time. Failure of a Participant to comply therewith shall be grounds for immediate termination of the Participant's enrollment in the Program.
11. **Relationship of the Parties.** The sole relationship between the parties shall be that of independent contractors.
12. **Governing Law.** This Access Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the courts in such state shall have sole and exclusive jurisdiction of any dispute related hereto or arising hereunder. No delay or failure of either party in exercising any right hereunder shall be deemed to constitute a waiver of that right.
13. **Legal Conflict.** If any state or other jurisdiction enacts a law which prohibits continuance of this Access Agreement or existing law is interpreted to prohibit the continuance of this Access Agreement, the Access Agreement shall terminate automatically as to such state or jurisdiction on the effective date of such law or interpretation; provided, however, that if only a portion of the Access Agreement is prohibited by such law, only that portion of the Access Agreement shall be affected and the Access Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted. Furthermore, the Sponsor shall be required to comply with all federal, state and local statutes, regulations and other governmental directives that may be applicable to the Sponsor in every state or jurisdiction in which the Program is offered.